

STONE CLIFF  
OWNERS ASSOCIATION

**RULES AND  
REGULATIONS**

Updated July 2020

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# STONE CLIFF OWNERS ASSOCIATION

## RULES AND REGULATIONS

These Rules and Regulations for the Stone Cliff Owners Association (“**Association**”) have been adopted by the Board of Directors for the Association (“**Board**”) pursuant to Article VI, Section 6.2 of the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff (“**Declaration**”) and Article IX of the Amended and Restated Bylaws of the Stone Cliff Owners Association, Inc. (“**Bylaws**”). These Rules and Regulations supersede and replace any and all previous rules and regulations for the Association.

The purposes of these Rules and Regulations are as follows:

- 1) To provide guidelines and rules for the use of the Association’s Common Amenities;
- 2) To provide notice to all owners of certain fines that may be levied by the Association for particular violations;
- 3) To specify particular violations of the Association’s Declaration.

### CONTACT INFORMATION

Owners are responsible for their residents, tenants and guests, therefore, please make certain that all residents, tenants, and guests are familiar with these rules. If you have any questions regarding any part of these Rules and Regulations, please contact the management company.

#### **F1 Property Management:**

Email: yourkey@f1pm.com  
Phone: 435-652-0565  
Fax: 435-652-0566  
Address: 491 E Riverside Drive, 3B  
PO Box 910069  
St. George, UT 84791

#### **For security issues, please contact Security:**

Email: stonecliffguards@yahoo.com  
Phone: 435-652-8364  
Cell: 435-680-5923  
Fax: 435-652-3692

#### **Other HOA Information:**

Website: www.stonecliffhoa.com  
Directors Email: board@stonecliffhoa.com  
Address: PO Box 2705  
St. George, UT 84771

# I. FINES

## A. General Information

The Board has the responsibility to enforce the provisions of the Declaration in order to preserve and enhance the appearance, appeal, and overall value of the Association property. One enforcement tool provided in Article XIII, Section 13.10 of the Declaration is the ability of the Association to levy fines for violations of the Declaration, Bylaws, Design Guidelines, Board Resolutions, and Rules and Regulations (together referred to as “Governing Documents”).

When used properly, the levy and collection of fines is an efficient tool for encouraging compliance with the Governing Documents. In addition, levying fines is much more cost-effective than the alternative of enforcement through the judicial system. However, despite the obvious benefits of fining authority, homeowners are often concerned about abuse of fining authority. Protective measures are already in place in Article XIII, Section 13.10 the Declaration, and the same protections are restated below.

1. Prior to levying a fine, the Association must provide the violating owner notice of the violation and at least 48 hours to correct the violation.
2. Fines will only be made for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Association’s Governing Documents.
3. Fines will be in the amount specifically provided for in the Schedule of Fines below and in an amount commensurate with the nature of the violation.
4. An owner who is assessed a fine may request an informal hearing with the Board to protest or dispute the fine within fourteen (14) days from the date the fine is assessed.
5. If a hearing is requested, no interest or late fees may accrue until after the hearing is conducted and a final decision has been rendered.

For further information on Fines, see Article XIII, Section 13.10 of the Declaration. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies permitted under the Governing Documents.

## B. Schedule of Fines

All fines set forth in these Rules and Regulations shall be levied in accordance with Article XIII, Section 13.10 of the Association’s Declaration, requiring notice of the violation and 48 hours to remedy the violation. Therefore, it should be presumed that the proper notice and remedial time will be provided before any fines are levied as specified below. Owners shall be responsible for the improper actions or damages caused by themselves, their residents, tenants, guests, etc.

1. General Schedule of Fines: Fines will be assessed as follows for any violation or non-compliance with the Association's Governing Documents.

<b>First Violation:</b>	<b>Warning and at least 48 hours to correct the violation</b>
<b>Second Violation:</b>	<b>\$100 Fine</b>
<b>Third Violation:</b>	<b>\$250 Fine</b>
<b>Fourth Violation:</b>	<b>\$500 Fine</b>
<b>Continuing Violations:</b>	<b>\$500 Fine</b>

Depending on the nature of the violation, the Association may assess fines on a weekly or monthly basis rather than a per violation basis.

2. Exceptions to General Schedule of Fines: Notwithstanding the schedule of fines above, the following violations will be subject to the fines specified below:
  - a. Failure to complete construction of a Living Unit within one (1) year from commencement (*See Section III H 4 below*): **\$500 per month**
  - b. Failure to complete landscaping within four (4) months of completion or occupancy of the Living Unit, whichever occurs first (*See Section III H 4 below*): **\$500 per month**
  - c. Any dangerous, hazardous violation of the governing documents, including vandalism, use of fireworks, etc. will result in an immediate fine of \$500 with no warning given other than these Rules and Regulations.
3. Variance Requests: If an owner wishes to obtain a variance to any item, a written request must be submitted to the management company for review by the Board of Directors. The request should state the reason for the variance and, if applicable, the timeframe for the variance.

## **C. Enforcement of Fines and Assessments**

Dues and assessments are mailed on or about the 25<sup>th</sup> of the month and are due by the 15<sup>th</sup> of the following month. Failure to pay dues, assessments or fines by their due date will result in the following penalties:

Keyfobs and gate tags will be turned off for:

- a. Unpaid dues for 90 days
- b. Unpaid fines for 90 days

- c. Fines greater than \$500
- d. Excessive late fees

Accounts will be sent to collections for:

- a. Unpaid dues for 180 days
- b. Unpaid fines for 180 days

## **II. COMMON AMENITIES**

### **A. General Information**

Members of the Association enjoy access to Common Areas and Amenities (“Common Amenities”) within the Association property. The Association’s main Common Amenities include pools, a clubhouse, an exercise room, and Tennis/Pickleball courts. The following rules apply generally to the Association’s Common Amenities.

1. Owner Liability for Common Amenity Use: Use of any Common Amenities shall be at the owner’s risk and the Association shall have no liability for any damage or accident resulting from use of the Common Amenities. Owners are responsible for any damage caused to the Common Amenities. The Association is not liable for any personal injury to the property owners and their residents, tenants, or guests. Also, please note that there is NO LIFEGUARD ON DUTY at either the indoor or outdoor pool areas and therefore anyone using the areas does so at their own risk.
2. Access and Security for Common Amenities: Any Common Amenities shall only be accessed by the use of a keyless remote security entry system. A keyless remote will be issued to each owner for a fee of \$55.00 and it should be safeguarded. A replacement keyless remote will cost \$55.00. This access system monitors each common area entrance and informs the Association who was using any Common Amenities at any particular time. Security is automatically alerted if the system is improperly used or bypassed. Security cameras are in place to prevent misuse of the property and equipment and may be used to substantiate any occurrence of such.
3. Tenant and Guest Use of the Common Amenities: Owners shall be responsible for the improper actions or damages caused by their residents, tenants or guests in the Common Amenities.
4. Adult Supervision Required for Use of Common Amenities: Persons under the age of 16 must be accompanied by an adult 18 years of age or older.
5. Suspension of Right to Use Common Amenities: Pursuant to Section 5.15 of the Association’s Declaration, after notice and an opportunity for a hearing, the Board may suspend the Common Amenity usage rights of any Owner who has failed or refused to pay an assessment when due or who violates any conditions, covenants,

restrictions, rules, or guidelines noted in the governing documents. The following violations will result in turning off the owner's keyfob and access tag to the homeowners' gate:

- a. Unpaid dues for 90 days
- b. Unpaid fines for 90 days
- c. Fines greater than \$500
- d. Excessive late fees

Any common amenity related violations will result in an immediate suspension of common amenity usage rights:

1<sup>st</sup> violation: 60 day usage suspension

2<sup>nd</sup> violation within 6 months of 1<sup>st</sup> violation: 90 day usage suspension and owner must be present when the common amenities are used hereafter

3<sup>rd</sup> and additional violations within 6 months of previous violation: to be determined by the Board

## **B. Pool Area and Facilities**

Every person entering the pool area must sign the register log. A Stone Cliff owner or resident at least 16 years old must present their keyfob and photo ID to prove ownership or residency to allow access for them and their guests. Anyone attempting access by scaling the pool fence or by any other unauthorized means will have their right to use the Common Amenities suspended for 30 days. Persons under the age of 16 must be accompanied by an adult 18 years of age or older at all times.

1. Hours of Operation: The Pool and Jacuzzi are available for use every day between the hours of 5:30 a.m. and 11:00 p.m. Again, please note that there is **NO LIFEGUARD ON DUTY** at either the indoor or outdoor pool areas and therefore anyone using the areas does so at their own risk.
2. Number of Guests Allowed: A total of 8 persons per lot are allowed in the pool area at any one time. A Stone Cliff owner or resident of the lot that is at least 16 years old must be present with their party at all times. Owners who live out of town and have guests staying at their home must contact Security with the names of their guests, who will be admitted to the pool area if their photo ID proves they live over 50 miles away; they must also have the lot's keyfob. If any one lot wishes to have more than 8 total people in the pool area, they must request permission from Security. It will be at Security's discretion based on the time of year and number of people at the pool if the larger party will be allowed.
3. Cleanliness and Sanitation:

- a. **Showers.** A cleansing shower is required before using the Pool or Jacuzzi.
  - b. **Lotion and Oils.** Suntan lotion or other oils should not be applied before entering the Pool or Jacuzzi.
  - c. **Footwear.** Proper footwear must be worn to and from Pool Area.
  - d. **Open Sores.** Individuals with open sores or skin diseases should not use the Pool or Jacuzzi.
  - e. **Hair.** Long hair must be pulled back when using the Pool or Jacuzzi to prevent damage to the filters.
  - f. **Trash.** Trash and other garbage must be picked up and properly disposed of in the Pool Area.
  - g. **Glass.** No glass or breakable containers are allowed in the Pool Area.
4. Use Restrictions:
- a. **Diapers.** Children requiring a diaper are not permitted in the Pool unless wearing an appropriate “swim diaper.”
  - b. **Minors.** Persons under the age of 16 must be accompanied by an adult 18 years or older at all times in the Pool Area.
  - c. **Health Risks-Jacuzzi.** Use of the Jacuzzi is at your own risk. Persons with health problems should NOT use the Jacuzzi and do so at their own risk. Children below the age of 5 are not allowed in the Jacuzzi at any time.
  - d. **Pets.** No pets are allowed in the Pool Area.
  - e. **Smoking.** No smoking is allowed in the Pool Area.
  - f. **Swim Attire.** Proper swim attire (cutoffs are not permitted) must be worn at all times in the Pool and Jacuzzi. No nudity is permitted in the Pool Area.
  - g. **Diving.** No diving is permitted in the Pool or Jacuzzi.
  - h. **Noise.** No loud noise is permitted in the Pool Area. Earphones should be used when playing music.
  - i. **Unsafe Behavior.** No running, jumping, throwing persons into the Pool, or other unsafe or unruly behavior is allowed. No horseplay is permitted in the Pool Area. See “*Owner Liability for Common Area Use*” above.

- j. **Food/Drink.** All food shall be consumed at the dining tables provided. No alcohol is to be brought in to the pool area. No glass or breakable objects are allowed in the pool or cabana areas.
- k. **Personal Items.** No personal barbeques or anything using any type of fire or cooking utensils are to be brought in to the pool area.

## C. Clubhouse

1. **Hours of Operation:** The Clubhouse is available for use by reservation every day between the hours of 5:30 a.m. and 11:00 p.m.
2. **Reservation of the Clubhouse:**
  - a. **Owners Only.** Only owners may reserve the Clubhouse facilities. The owner requesting a reservation **MUST** be present during the reservation period should the reservation be approved.
  - b. **Scheduling.** Reservations may be scheduled by submitting a request to the Association via the Association's property manager. Owners may reserve the clubhouse for private parties on a first come, first serve basis.
  - c. **Holiday Availability.** Owners may reserve the Clubhouse on holidays or holiday weekends as long as there are no scheduling conflicts.
  - d. **Association Priority.** The Association has a priority over any reservation of the clubhouse for Association activities, business, or maintenance.
  - e. **Reservation Deposit.** A deposit of \$750 for weddings or wedding receptions or \$400 for all other functions is required to reserve the Clubhouse. Up to \$200 of wedding deposits or \$300 of other deposits is refundable upon completion of an inspection by the Association after the event or function and a determination that the Clubhouse is as clean as it was prior to the event or function. The remaining deposit amount is non-refundable and will be retained to pay for utilities, wear and tear, and replacement of supplies such as toilet paper, etc.
  - f. **Reservation of Clubhouse Only.** Reservations for private parties do not exclude other owners from using the Pool, Jacuzzi, pool cabana, Exercise Room or Tennis/Pickleball Courts. Owners may reserve the clubhouse only. The reservation does not include the foyer by the Security desk, Pool, or Pool area. The patio area outside the Clubhouse can only be used if it is roped off so guests do not enter the pool area.
  - g. **Outside Use Security.** If the owner wishes to use the roped off, outside patio/cabana area, they must hire a Stone Cliff Security Guard at a rate of \$20 per

hour to monitor the area. The outside gate may then be opened and may only be used for either ingress or egress, but not both. The patio/cabana area outside the Clubhouse must then be roped off and guests cannot enter the pool area.

- h. **Clubhouse Capacity.** Clubhouse capacity is 125 and the owner is responsible to ensure this maximum capacity is not exceeded, and will be liable for any damages or fines resulting from violation of this capacity limit.
- i. **Pre-Event Inspection.** When reserving the Clubhouse through the Association's management company, information for arranging a pre-event walk-through inspection and obtaining the key to the clubhouse will be provided. The owner is responsible to schedule the pre-event inspection to obtain the key.
- j. **Owner Cleaning Responsibilities.** Clean up of the Clubhouse facility must be completed at the immediate conclusion of the reserved event. Clean up includes, but is not limited to, cleaning up the kitchen, vacuuming the carpet, and removing all garbage and trash caused by the reserved event. In simple terms, leave the facility in the same condition that you found it. Owners must provide their own cleaning supplies and equipment as they will not be provided by the Association.
- k. **Association Property.** Artwork, decorative pieces, furniture, crockery, plates, utensils, cookware, and other property of the Association located in the Clubhouse may not be removed from the Clubhouse or relocated.
- l. **Post-Event Inspection.** Following rental of the Clubhouse facility, a post-event inspection will be performed, during which the amount of deposit to be returned will be decided. The treasurer for the Association will be notified and a check will be issued to the owner renting the Clubhouse on the next date that checks are cut (bimonthly).
- m. **Adherence to Governing Documents.** All Rules and Regulations for any Common Amenities, as well as any use restrictions in the Association's other Governing Documents must be observed by all guests in the reservation party. The Owner making the reservation is responsible to ensure compliance with the provisions of the Association's Governing Documents.

## D. Exercise Room

- 1. Hours of Operation: The Exercise Room is available for use every day between the hours of 5:30 a.m. and 11:00 p.m.
- 2. Exercise Room Use:
  - a. **Minors.** Persons under the age of 16 must be accompanied by an adult 18 years or older at all times in the Exercise Room.

- b. **Guests.** Owners are limited to two guests in the Exercise Room at a time. Any guest should be accompanied at all times by the owner.
- c. **Use of Equipment.** When others are waiting for any exercise equipment, use of any individual piece of equipment is restricted to thirty (30) minutes at a time.
- d. **Unsafe Behavior.** For reasons of personal safety and equipment protection, the Exercise Room and equipment should only be used for their intended exercise purpose. No horseplay is allowed.
- e. **Pool and Exercise.** If using the Pool prior to using the Exercise Room, you must dry off completely before using the exercise equipment.

## E. Tennis/Pickleball Courts

1. Hours of Operation: The Tennis/Pickleball Courts are available for use every day between the hours of 5:30 a.m. and 11:00 p.m.
2. Tennis/Pickleball Court Use:
  - a. **Tennis/Pickleball Only.** Tennis/Pickleball Courts are to be used exclusively for the playing of tennis/pickleball. No other use such as riding skateboards, rollerblades, bikes, etc. is permitted.
  - b. **Minors.** Persons under the age of 16 must be accompanied by an adult 18 years or older at all times on the Tennis/Pickleball Courts.
  - c. **Shoes.** Only non-marking tennis shoes shall be worn on the Tennis/Pickleball Courts.
  - d. **Smoking and Alcohol.** Smoking and use of alcoholic beverages is not permitted on the Tennis/Pickleball Courts.
  - e. **Glass.** No glass or breakable containers are allowed in the Tennis/Pickleball Courts.
  - f. **Pets.** No Pets are allowed in the Tennis/Pickleball Courts.
  - g. **Profanity.** Loud or boisterous conduct or profanity will not be tolerated on the courts. Please observe tennis/pickleball etiquette at all times.
  - h. **Privacy of Adjoining Owners.** Conduct in and around the Tennis/Pickleball Courts must respect the privacy of the persons who reside in close proximity to the courts.

- i. **Lights.** Lights are available for night play on the Tennis/Pickleball Courts. Turn off lights immediately after play. REMEMBER, YOUR HOA DUES PAY THE ELECTRIC BILL. Please be reasonable in your use of the lights.
- j. **Liability.** Tennis/Pickleball players assume all responsibility for any accidents or injuries which may occur. The Association shall have no liability for any damage or accident resulting from use of the Tennis/Pickleball Courts.

### III. GENERAL RULES

#### A. Parking and Recreational Vehicles

1. Parking Restrictions: No vehicles may be parked at any location which impairs or tends to impair vehicular or pedestrian access within the Association property. Specifically, parking is prohibited in the following locations:
  - a. **Common Area Streets.** Parking is prohibited on Common Area streets overnight.
  - b. **Common Area Parking Lots.** Parking in Common Area Parking Lots such as pool and clubhouse is limited to the time resident is using that common area with the following exception: Daily use vehicles (such as a car or motorcycle used for regular, personal driving - no trailers, RVs, etc.) may park overnight by having an owner alert Security to the vehicle type and plate number. Limit of 2 cars registered per homeowner at any one time. Security may not permit parking at Security's discretion. Vehicles not registered with Security for that specific night will be ticketed.
  - c. **Recreational Vehicles.** Boats, trailers, campers, recreational vehicles, and other similar vehicles must be parked within enclosed garages on Lots.
2. Recreational Vehicles: In general, the use of ATV's, scooters, or other recreational motorized vehicles on the Association property is prohibited, except for ingress and egress as provided below. Any person who uses recreational vehicles in violation of these rules does so AT THEIR OWN RISK.
  - a. **Valid Driver's License.** Any person operating a recreational vehicle (including, but not limited to motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles) within the Association property must have a valid driver's license.

- b. **License for Recreational Vehicle.** Any recreational vehicles operated on the Association property must be properly licensed and registered in accordance with local and state licensing laws.
  - c. **Ingress and Egress Only.** Recreational vehicles may only be operated on established streets and parking areas for the purpose of ingress and egress to load and unload only. Recreational vehicles may not be operated on other Common Areas for recreational purposes. In addition to any fines levied for violation of this rule, any owner violating this rule will be responsible for any damage to the Common Areas resulting from the violation.
3. **Enforcement:** If a vehicle is parked on the street overnight, a notice will be placed on the vehicle. That lot will be noted and any vehicles parked on the street overnight after 48 hours from the posting of the notice will be subject to being towed at the owner's expense and fines will be assessed in accordance with the fine schedule. Once a lot is given notice, any violation within six months will be considered a continuing violation and will be subject to towing and/or fines.
  4. **Overnight:** For this parking section, "overnight" is defined as being parked on the street at any time during the hours of 2:00 a.m. through 6:00 a.m.

## **B. Animals and Pets**

1. **General Guidelines:** No animals are allowed to be kept or maintained within the Association property other than domestic pets. In addition, animals which are prohibited by local, state, or federal laws from being maintained in captivity as pets are not permitted. Owners must maintain all appropriate licenses and or permits required by applicable local, state or federal laws for their pets. In addition, Owners are responsible for any bites or other damage to person or property caused by their pets.
2. **No Commercial Animals:** No animals of any kind may be raised, bred, or kept on the Association property for any commercial purposes.
3. **Leashes and Cages:** Permitted pets must be kept on leashes or in cages at all times when traveling outside of the Owner's Lot or in any Common Areas.
4. **Owner Responsibility:** Any damage caused to Association property by a pet will be the responsibility of the Owner involved. Owners are responsible to clean up after their pets and may be fined for leaving pet excrement anywhere in the Association.

## C. Leases and Rentals

1. No Short-term Leases: No Lot or Living Unit may be leased or rented for a period of less than six (6) consecutive months. Nightly rentals or vacation rentals are strictly prohibited.
2. Entire Home: No Owner may lease or rent less than the entire Living Unit (that is, no individual rooms or partial Living Unit rentals are permitted).
3. Incorporation of Governing Documents: All leases and rental agreements must be in writing and must specify that the lease or rental agreement is subject to all provisions and requirements of the Association's governing documents, including these Rules and Regulations. The following must be filed with the property manager for the Association:
  1. A copy of all leases or rental agreements.
  2. A copy of the HOA Lease Form, which will be passed to Security.

Failure to file a copy of a lease agreement and the HOA Lease Form prior to renting a Living Unit may subject the Owner to fines. Tenants attempting to access the property without these two items on file will be denied access.

## D. Restrictions on Use of Property

1. Residential Use: Lots and Living Units are to be used as single-family residential housing. Home-based businesses are only allowed if 1) approved by all appropriate government bodies; 2) approved in writing by the ARC; and 3) the type of business traditionally conducted in a single-family residence.
2. Restriction on Subdivision: No Lots or Common Areas as depicted on the Plat Map may be further subdivided.
3. Hazardous Activities: No activities or improvements may be undertaken on the Association property which might be unsafe or hazardous to person or property or which would result in an increase in the cost of any insurance covering the Common Areas.
  - a. **Firearms**. Discharge of firearms within the Association property is strictly prohibited. Firearms include archery equipment.
  - b. **Open Fires**. Open fires are prohibited within the Association property except in contained barbecue or fire pit units while attended and in use for cooking purposes. Nothing in this section is intended to prohibit fires maintained within properly designed interior fireplaces.

- c. **Burning.** In order to burn on their lot, the owner must submit a copy of the required permit from the City to the management company and security prior to burning. Owners are responsible to abide by City laws regarding burning.
  - d. **Fireworks.** Fireworks or other pyrotechnics may not be used within the Association property.
- 4. Skateboards, Longboards, etc.: Use of Skateboards, Longboards, etc. on the Association property is strictly prohibited.
  - 5. Nuisances and Offensive Activities: No noise or other nuisance is permitted that is offensive or detrimental to other parts of the Association property. In addition, no odors should be permitted to arise which are unsanitary, offensive, or detrimental to other parts of the Association property or Owners. If Nuisances or disturbances require Security to call in police officers, Security has the authority to initiate charges against the offender(s).

## **E. Appearance of Lots and Living Units**

- 1. General Guidelines: Owners should maintain Lots and Living Units in clean and orderly condition and in such condition as does not detract from the appearance of the Property and does not adversely affect the value, appearance, or use of any other Lot, Living Unit, or the Common Areas.
- 2. Trash, Bulk Materials, and Unsightly Articles:
  - a. **Debris.** No rubbish, trash, debris, or waste of any kind may be allowed to accumulate on any Lot.
  - b. **Garbage Containers.** Refuse, garbage, and trash shall be kept in a covered, noiseless container which container shall be kept within an enclosed structure or screened from view except during trash pickup. All containers may be put out on the street no earlier than the evening prior to pickup and returned no later than the end of pickup day.
  - c. **Bulk Materials.** Metals, bulk materials, scrap, refuse, and trash too large to fit in appropriate garbage containers must be kept within an enclosed structure or appropriately screened from view from other Lots or Common Areas.
  - d. **Storage on Lots.** No unsightly articles which are visible from other Lots or Common Areas may be stored on any Lot.
  - e. **Dumping.** No dumping on lots is allowed. Owners are responsible for their contractors. If any owner or contractor is caught dumping any items onto a Lot,

the Owner will be held responsible for clearing the Lot, repairing any damage caused, and may also be fined. If a contractor wishes to use a Lot for storing items during construction, written permission must be obtained from the Lot Owner. All Lots must be kept clean and orderly in any case.

3. Weeds and Flammable Materials: Lot Owners must control the growth and proliferation of noxious weeds and other flammable material on their Lots to minimize fire hazards. Noxious weeds shall refer to those plants which are injurious to crops, livestock, land, or the public health.
4. Utility Services and Storage Tanks:
  - a. **Utility Services.** All utility services including but not limited to, phone lines, power lines and water and sewer lines shall be located underground.
  - b. **Storage Tanks.** All fuel tanks, water tanks, or similar storage facilities shall be constructed as an integral part of a Living Unit or shall be installed underground.
5. Window Coverings: No aluminum foil, newspapers, or other similar material may be used to cover the windows in any Living Unit or other structure.
6. Playground Equipment: No playground equipment is allowed in the front yard of any home.

## **F. Signage**

1. In General: No signs are permitted without the prior approval of the Association's Architectural Review Committee ("ARC"), except for one "For Sale" or "For Lease" sign that complies with the "Stone Cliff 'For Sale' Sign Standards" (see Exhibit A). Also, residential identification signs of not more than 2 square feet in surface area are permitted. Any signs not in compliance will be removed and discarded without warning.
2. Construction Signage: Each home under construction is allowed one sign, no larger than 4 feet by 4 feet (4x4), displaying the lot and builder information. This sign may not advertise the home as being for sale. A lot that is not under construction may only have a "For Sale" sign that complies with the sign standards noted above. Signs advertising builders or vendors are not allowed once the home is complete.
3. Parade of Homes Signage: During the Parade of Homes one banner stating "Open House" or "For Sale" no larger than 10' x 3' will be allowed on a home. There will be no use of the word "model" on any banner except for by the developer.
4. Vehicle Signage: All vehicles of residents with advertising must be parked within the enclosed garage.

## **G. Open Houses**

All Owners, real estate agents and brokers must abide by the following rules when conducting open houses in the process of selling a house:

1. At least 24 hours before an Open House is to begin, the property management company must be notified of the date, time, location, and agent in charge of the Open House. Any flyers for the Open House should be supplied to the Guard House and/or the Model Home.
2. Generic “Open House Today” signs will be available for the agent to open during the Open House hours. These signs will be permanently mounted on the east and west ends of the entry island so as to be in view on 1450 South going either direction. No other “Open House” or “For Sale” signs will be allowed outside the gated area on common area property.
3. Directional signs will be allowed within the gated area during the set hours of the Open House to help potential buyers easily find the property. No balloons, banners, flags, streamers, etc. will be allowed; directional signs only. The additional signage must be removed at the immediate conclusion of the set hours of the Open House. Any special request or variance to this rule must be submitted to the Architectural Review Committee.
4. During the Open House event, the agent or owner must be present at all times. If the agent or owner fails to comply, their privileges for additional Open Houses may be removed.
5. Open House hours must fall within the allowed time frame, which is 10:00 a.m. to 5:00 p.m. seven days a week.
6. All real estate agents are welcome and invited to Stone Cliff upon sharing their business card with the guard at the front gate.
7. All prospective buyers wanting to attend an Open House or view the Model Home considering either for purchase are welcome in Stone Cliff by stopping at the guard house and being issued a pass for their vehicle. Security will issue the pass that should be signed at the Open House or Model Home and take the license plate number of the car entering the gate.
8. One current “Property for Sale” list can be supplied to Security by a real estate agent to hand out to potential buyers at the gate. The “Property for Sale” list (which can be an MLS printout) will be sent to the property management company as it is updated.

9. The use of the word “model” will not be allowed on any signage or promotional flyers except by the developer.

## **H. Construction and Improvements**

1. Architectural Review Committee Approval: No Living Unit, structure, building, fence or other improvement to a Lot or other part of the Project may be commenced without prior approval from the ARC. In addition, no grading or removal of natural vegetation shall occur on a Lot or other part of the Project without prior approval by the ARC.
2. Security Deposit: Prior to commencing any construction or improvements a security deposit must be submitted to the ARC. Failure to submit this deposit prior to commencement of construction will subject the Owner to fines as set forth below. In addition to fines, the entire deposit amount will be billed to the Owner’s account.
3. Site Plans: Prior to commencing any construction or improvements site layout plans, architectural plans, landscaping plans and other plans required by the Design Guidelines must be submitted to the ARC for approval. In addition, any changes or alterations to the original building plans must be submitted to the ARC and approved prior to implementation. Failure to submit any required plans prior to commencement of construction will subject the Owner to fines as set forth below.
4. Completion Deadlines: All construction performed on Living Units must be completed within one (1) year of the date construction is commenced. All yards must be fully landscaped within four (4) months of completion of the Living Unit, or occupancy of the Living Unit, whichever occurs first. Failure to meet either of these deadlines may result in fines as set forth in the Schedule of Fines above.
5. Removal of Native Materials: Trees, plants, rocks and other materials native to the Property may not be removed from any Lot except as deemed necessary by the ARC for construction of a Living Unit or other approved structure or landscaping pursuant to the Design Guidelines. In addition to any fines levied for violation of this provision, owners may be held responsible for the reasonable costs of replacement for native materials removed.
6. Temporary and Second-hand Structures: Temporary structures, trailers, basement houses, mobile homes, modular homes, prefabricated housing, tents, or shacks are not permitted on the Property. No second-hand structures may be moved onto any Lot. Only new, permanent on-site construction is permitted.
7. Wood or Coal Burning Stoves: No wood or coal burning stoves are permitted, only natural gas. Notwithstanding this limitation, wood, coal or natural gas fireplaces are permitted.

8. Construction Time/Days: Construction work is allowed Monday through Saturday from 6:00 a.m. to 7:00 p.m. except during winter months when work may not commence before 7:00 a.m. No work is allowed on Sundays. No construction may take place in Stone Cliff on the following holidays:

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Crews are free to work on all other holidays. All work crews must use the construction entrance.

9. Parade of Homes: If an owner/builder would like to include a home in the Parade of Homes then (1) plans for the home must be submitted by July 1 of the year prior to the Parade, (2) the builder must provide a traffic and parking control plan for approval by the ARC prior to the Parade, and (3) all variances for construction activity outside permitted hours must be approved by the ARC.

## **I. Insurance Notice:**

It is very important that all homeowners be aware that we DO NOT ALLOW the use of ATV's, scooters, or other motorized vehicles on Stone Cliff property. Any person who uses one of these vehicles is in violation of the rules and does so AT THEIR OWN RISK.

Stone Cliff Owners Association will not be responsible or liable for any accident which arises from such use as described above and therefore suggests to all parents and family members to make sure their children and their friends are supervised correctly while on Stone Cliff property at all times.

Also note that there is NO LIFEGUARD ON DUTY at either the indoor or outdoor pool areas and therefore anyone using the areas does so at their own risk.

## **J. Declarant Exception:**

Notwithstanding the restrictions contained in these Rules and Regulations, the Declarant shall have the right to use any Lot or Living Unit owned by Declarant, and any part of the Common Areas (excluding facilities or rooms in any clubhouse or other structure constructed on the Common Areas that are constructed for such intended use) as reasonably necessary or appropriate, in the Declarant's determination, in furtherance of any marketing, construction, or sales efforts relating to the property or Lots owned by Declarant. Without limiting the generality of the foregoing, the Declarant is specifically exempt from Sections III(A)(1)(a), III(A)(1)(c), III(D)(2), III(E)(2)(d), III(F)(1), III(H)(1), III(H)(2), III(H)(3), III(H)(5), III(H)(6), and III(H)(9). In all events, Declarant's rights under this Section J will

expire two years from the recordation of the plat for the last phase of Stone Cliff. Declarant's rights under this Section J may not be assigned unless the assignment is made to an entity that is affiliated with or owned or controlled by Traveller/Stone Cliff L.C. or KT3 Development, LLC.

# STONE CLIFF FOR SALE SIGN STANDARDS - FEB. 2014

- Font: Warnock Pro Semi-bold
- Only one brokerage logo allowed (no group logos- group name may be spelled out below agent name).
- Stone Cliff "Full Plateau" logo only.
- Back of sign to be painted the same color as the pole.
- Approved colors as seen on sign only. See color palette below for exact colors.

